

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION W38XDD-3104-		PAGE 1 OF 53	
2. CONTRACT NO.		3. AWARD/EFFECTIVE		4. ORDER NUMBER		5. SOLICITATION DACW62-03-R-0008	
7. FOR SOLICITATION INFORMATION		a. NAME BERYL C		b. TELEPHONE NUMBER (No Collect Calls) 615-736-7933		6. SOLICITATION ISSUE 03-Jun-2003	
9. ISSUED BY US ARMY ENGINEER DISTRICT- NASHVILLE-CW CONTRACTING DIVISION P. O. BOX 1070 NASHVILLE TN 37202-1070 TEL: (615) 736-7276 FAX: (615) 736-7124		CODE DACW62		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input checked="" type="checkbox"/> 8(A) SIC: 7629 SIZE STANDARD: 6,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND SUCH ADDRESS IN		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BELOW IS <input type="checkbox"/> SEE					
19. ITEM		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>Dean J. Dodd</i> SIGNATURE OF CONTRACTING		31c. DATE SIGNED	
30b. NAME AND TITLE OF (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE CERTIFYING		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONDUCT QUARTERLY INSPECTION	4	Each	_____	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PERFORM EMERGENCY CALL- OUTS 24 CALL-OUTS ARE ESTIMATED.	24	Each	_____	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PREPARE QUARTERLY REPORTS	4	Each	_____	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	LABOR AND PARTS TO PERFORM REPAIRS PROVIDE LABOR RATE PER HOUR	1	Hour	_____	_____

LABOR AND PARTS TO PERFORM REPAIRS TO SYSTEM WILL BE PRICED UPON DETERMINING THE NEED FOR REPAIRS. LABOR AND PARTS WHICH ARE IDENTIFIED DURING QUARTERLY INSPECTION OR EMERGENCY CALL-OUTS WILL BE PAID FROM THIS LINE ITEM. MONEY WILL BE PROVIDED AND INCREASED OR DECREASED ACCORDINGLY. PAYMENT IS BASED UPON WORK COMPLETED AS IDENTIFIED ON QUARTERLY INSPECTIONS OR EMERGENCY CALL-OUT REPORTS. CONTRACTOR PRICES TO BE APPLIED TO ATTACHED LIST OF PARTS AND LABOR RATE PER HOUR FOR REPAIRS.

BASE YEAR TOTAL PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	CONDUCT QUARTERLY INSPECTION	4	Each	_____	_____
OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	PERFORM EMERGENCY CALL- OUTS	24	Each	_____	_____
OPTION	24 CALL-OUTS ARE ESTIMATED.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	PREPARE QUARTERLY REPORTS	4	Each	_____	_____
OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	PREPARE QUARTERLY REPORTS	1	Hour	<hr/>	<hr/>
OPTION	LABOR RATE PER HOUR				

LABOR AND PARTS TO PERFORM REPAIRS TO SYSTEM WILL BE PRICED UPON DETERMINING THE NEED FOR REPAIRS. LABOR AND PARTS WHICH ARE IDENTIFIED DURING QUARTERLY INSPECTION OR EMERGENCY CALL-OUTS WILL BE PAID FROM THIS LINE ITEM. MONEY WILL BE PROVIDED AND INCREASED OR DECREASED ACCORDINGLY. PAYMENT IS BASED UPON WORK COMPLETED AS IDENTIFIED ON QUARTERLY INSPECTIONS OR EMERGENCY CALL-OUT REPORTS. CONTRACTOR PRICES TO BE APPLIED TO ATTACHED LIST OF PARTS AND LABOR RATE PER HOUR FOR REPAIRS.

OPTION YEAR ONE TOTAL PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	CONDUCT QUARTERLY INSPECTION	4	Each	<hr/>	<hr/>
OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	PERFORM EMERGENCY CALL- OUTS	24	Each	<hr/>	<hr/>
OPTION	24 CALL-OUTS ARE ESTIMATED.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	PREPARE QUARTERLY REPORTS	4	Each	<hr/>	<hr/>
OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	LABOR AND PARTS TO PERFORM REPAIRS	1	Hour	_____	_____
OPTION	LABOR RATE PER HOUR.				

LABOR AND PARTS TO PERFORM REPAIRS TO SYSTEM WILL BE PRICED UPON DETERMINING THE NEED FOR REPAIRS. LABOR AND PARTS WHICH ARE IDENTIFIED DURING QUARTERLY INSPECTION OR EMERGENCY CALL-OUTS WILL BE PAID FROM THIS LINE ITEM. MONEY WILL BE PROVIDED AND INCREASED OR DECREASED ACCORDINGLY. PAYMENT IS BASED UPON WORK COMPLETED AS IDENTIFIED ON QUARTERLY INSPECTIONS OR EMERGENCY CALL-OUT REPORTS. CONTRACTOR PRICES TO BE APPLIED TO ATTACHED LIST OF PARTS AND LABOR RATE PER HOUR FOR REPAIRS.

OPTION YEAR TWO TOTAL PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	CONDUCT QUARTERLY INSPECTION	4	Each	_____	_____
OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	PERFORM EMERGENCY CALL- OUTS	24	Each	_____	_____
OPTION	24 CALL-OUTS ARE ESTIMATED				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	PREPARE QUARTERLY REPORTS	4	Each	_____	_____
OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	LABOR AND PARTS TO PERFORM REPAIRS	1	Hour	_____	_____
OPTION	LABOR RATE PER HOUR				

LABOR AND PARTS TO PERFORM REPAIRS TO SYSTEM WILL BE PRICED UPON DETERMINING THE NEED FOR REPAIRS. LABOR AND PARTS WHICH ARE IDENTIFIED DURING QUARTERLY INSPECTION OR EMERGENCY CALL-OUTS WILL BE PAID FROM THIS LINE ITEM. MONEY WILL BE PROVIDED AND INCREASED OR DECREASED ACCORDINGLY. PAYMENT IS BASED UPON WORK COMPLETED AS IDENTIFIED ON QUARTERLY INSPECTIONS OR EMERGENCY CALL-OUT REPORTS. CONTRACTOR PRICES TO BE APPLIED TO ATTACHED LIST OF PARTS AND LABOR RATE PER HOUR FOR REPAIRS.

OPTION YEAR THREE TOTAL PRICE _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	CONDUCT QUARTERLY INSPECTION	4	Each	_____	_____
OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	PERFORM EMERGENCY CALL- OUTS	24	Each	_____	_____
OPTION	24 CALL-OUTS ARE ESTIMATED.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	CONDUCT QUARTERLY INSPECTION	4	Each	_____	_____

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	LABOR AND PARTS TO PERFORM REPAIRS	1	Hour	_____	_____

OPTION LABOR RATE PER HOUR

LABOR AND PARTS TO PERFORM REPAIRS TO SYSTEM WILL BE PRICED UPON DETERMINING THE NEED FOR REPAIRS. LABOR AND PARTS WHICH ARE IDENTIFIED DURING QUARTERLY INSPECTION OR EMERGENCY CALL-OUTS WILL BE PAID FROM THIS LINE ITEM. MONEY WILL BE PROVIDED AND INCREASED OR DECREASED ACCORDINGLY. PAYMENT IS BASED UPON WORK COMPLETED AS IDENTIFIED ON QUARTERLY INSPECTIONS OR EMERGENCY CALL-OUT REPORTS. CONTRACTOR PRICES TO BE APPLIED TO ATTACHED LIST OF PARTS AND LABOR RATE PER HOUR FOR REPAIRS.

OPTION YEAR FOUR TOTAL PRICE
TOTAL PRICE FOR BASE YEAR, OPTION YEAR ONE, OPTION YEAR TWO, OPTION YEAR THREE AND OPTION YEAR FOUR
PARTIAL LIST OF MATERIALS

The list provided is not all inclusive. This is everything inside the module. Other parts needed will be verified for price reasonableness at the time of need.

TLS-350, TLS-350R and TLS-300 Parts

Model No.	Description	List Price	Price With Exchange	Core Credit
0329209-001	Cover-Paper Roll Printer Paper Roll Cover	_____	_____	_____
032921G-001	Spool-Half Take-up ½ of a Printer Paper Take-up Spool	_____	_____	_____
0329212-001	Take-up Roll Motor Group. Take-up Spool Motor	_____	_____	_____

0329338-001	Transformer 115 Volt 350, 350R	_____	_____	_____
0576007-115	Transformer 230 Volt 350, 350R	_____	_____	_____
0329339-001	Cover Group—1 Module Single Module Cover, 350R	_____	_____	_____
0329340-001	Cover Group—6 Module Six Slot Module Cover 350, 350R	_____	_____	_____
0329342-001	Shoulder Screw (8-32) for Console Doors	_____	_____	_____
0329344-001	6 Conductor Printer Cable	_____	_____	_____
0329363-001	Blank Left-hand Door Without Printer	_____	_____	_____
0329372-001	Button Set, 24-Piece Key Cap Set	_____	_____	_____
0576006-786	10-Position Module Connector/Plug, Relay 300	_____	_____	_____
0576006-814	IC Carrier for Software ROM Chips 350, 300	_____	_____	_____
0576006-842	Connector 12-Pos.	_____	_____	_____
0576006-846	Connector 8-Pos. Probe 300	_____	_____	_____
0576006-848	Plug 16-Pos. Sensor 300	_____	_____	_____
0576005-948	Plug 4-Pos. Probe 300C	_____	_____	_____
0576005-855	Plug 2-Pos. AC Input 350	_____	_____	_____
0576005-860	Plug 18-Pos. Type B Module	_____	_____	_____
0576006-887	Connector 3-Pos. AC Input 300	_____	_____	_____
0576010-695	Battery for CPU & Option Board 3.5 Volt Battery, PC Board Mount	_____	_____	_____
0576010-789	Holder Lamp, Front Panel Lamp Holder	_____	_____	_____
0576010-791	Lens Red Panel	_____	_____	_____

0576010-792	Lens Green Panel	_____	_____	_____
0576010-793	Lens Yellow Panel	_____	_____	_____
0576011-034	Lamp	_____	_____	_____
TLS-350, TLS-350R and TLS-300 Service Boards				
0330734-001	Printed Circuit Board, Power Supply 350, 350R	_____	_____	_____
0329257-001	Printed Circuit Board, Mother Board 350, 350R	_____	_____	_____
0329263-001	Interconnect Board 350, 350R	_____	_____	_____
0329326-001	Liquid Crystal Display (all consoles)	_____	_____	_____
0329328-002	Keyboard Group (all consoles)	_____	_____	_____
0329348-001	Local Printer Module 350	_____	_____	_____
0329370-004	Printer Door Group (If no existing printer, you must add Local Printer Module above)	_____	_____	_____
0329389-001	Barrier Board Group 350 350R	_____	_____	_____
0330728-001	Surface Mount CPU Board 300, 300i, 300C	_____	_____	_____
0330039-002	8 Probe Options Module 300	_____	_____	_____
0330041-002	Barrier Board 300, 300i, 300C	_____	_____	_____
0330051-001	Power Supply Board 300 300i, 300C	_____	_____	_____
0330230-001	4 Probe/8 Sensor Options Module 300i	_____	_____	_____
0330743-001	Surface Mount ECPU Board 350R	_____	_____	_____
0329367-001	TLS-350 Complete Keyboard Door	_____	_____	_____

0330506-001	Surface Mount CPU Board Group 350	_____	_____	_____
0330513-001	2 Probe Options Module 300C	_____	_____	_____
0331177-001	120V AC Input Board (No Bracket) 350, 350R	_____	_____	_____
0331190-001	AC Input Module, 120 Volt, 350, 350R	_____	_____	_____
0331190-003	AC Input Module 240 Volt 350, 350R For Low voltage approval	_____	_____	_____

Section C - Descriptions and Specifications

STATEMENT OF WORK

**SCOPE OF WORK
EMC INSPECTION AND RMS MAINTENANCE
FORT CAMPBELL, KENTUCKY**

1.0 INTRODUCTION AND GENERAL STATEMENT OF WORK

The Contractor shall be required to furnish all labor, equipment and materials to conduct quarterly inspections of Government owned electronic monitoring systems (EMC) on petroleum storage tanks at Ft. Campbell, KY. Currently, there are 24 electronic monitoring systems monitoring 47 individual tanks. Also, the Contractor shall provide all labor, equipment and materials to maintain the Government's Remote Monitoring System (RMS). All work shall be conducted in accordance with current industry practices and satisfy requirements outlined by the American Petroleum Institute (API), 40 CFR 280 and the National Fire Protection Association (NFPA).

2.0 OBJECTIVES

The objectives of this project are to:

- a) Conduct Quarterly Inspections of EMC monitoring systems in accordance with EPA guidance;
- b) respond to EMC alarms to diagnosis the cause;
- c) maintain the Remote Monitoring System to ensure Ft. Campbell's compliance with 40 CFR 280 requirement for continuous monitoring of EMC systems.

3.0 DETAILED DESCRIPTION OF SERVICES

The work to be performed involves the following tasks:

3.1 (TASK 1) SITE SPECIFIC WORK PLANS

Site specific work plans shall be prepared prior to the commencement of work. Work plans shall include, but are not limited to, the following topics:

3.1.1 QUALIFICATIONS. The names of personnel who shall perform the inspections and maintenance of the EMC and RMS and their qualifications must be submitted to the Government and the Ft. Campbell Public Works Business Center (PWBC) in the work plans. Qualification certification shall include documentation that personnel are trained and certified to perform inspection and testing of Veeder-Root equipment and meet all requirements of the American Petroleum Institute (API), 40 CFR 280 and the National Fire Protection Association (NFPA).

3.1.2 WORK PLAN. Work plans shall detail the testing methods, equipment, and procedures to be used. The work plan shall address procedures for conducting inspections, responding to EMC alarms and procedures for maintaining the RMS.

3.1.3 QUALITY CONTROL PLAN (QCP). The A-E shall prepare a QCP in accordance with the Nashville District's QC/QA SOP. The plan shall be submitted with the rest of the work plans for approval.

3.1.4 GOVERNMENT ASSISTANCE. Services required from the government, if any, to prepare and test the tank monitoring systems shall be detailed in the work plan.

3.1.5 HEALTH AND SAFETY PLAN (HASP). A HASP that addresses personal protection safety equipment, health monitoring, and any OSHA safety requirements for all field personnel shall be included in the work plan, and shall be site specific. Plans shall include requirements of EM 385-1-1 and 385-1-92.

3.2 (TASK 2) QUARTERLY INSPECTIONS

3.2.1 The systems covered under this task order consist of Gilbarco EMCs, Veeder-Root TLS-350, Veeder-Root TLS-300C and Veeder-Root TLS-300. See Table 1 for more information.

3.2.2 The Contractor shall perform four Quarterly Inspections. The Quarterly Inspection shall include, but is not limited to, a diagnostic test of the console, physical removal and inspection of all probes and sensors and a review of the alarm history for each system. An Inspection Checklist has been developed and an example is provided as enclosure 1. During the inspection if any faults are found requiring repair, a Repair Assessment Report (RAR) shall be prepared. The RAR shall be prepared as prescribed in task 6. An example of this report is provided as enclosure 2.

3.2.3 The Contractor shall prepare a quarterly report as prescribed in task 6 of this SOW.

3.3 (TASK 3) EMERGENCY CALL-OUTS

The Contractor shall be prepared to respond to up to 24 Emergency Call-outs during the period of this task order. Emergency Call-outs will most often be in response to an alarm on one of the EMCs. The Contractor shall have up to 48 hours after notification by the Government of an EMC alarm to conduct a site visit and diagnose the fault. If the fault can be cleared without replacement parts and in a minimal amount of time, the Contractor shall do so as a part of the Emergency Call-out. If the alarm is not cleared on the spot, a Repair Assessment Report shall be prepared. The RAR shall be prepared as prescribed in task 6. An example of this report is provided as enclosure 2.

3.4 (TASK 4) RMS MAINTENANCE

The Contractor shall provide the labor, materials and equipment to maintain the Government's existing RMS. Maintenance needs shall be identified during the quarterly inspections (Task 2), during emergency call-outs (Task 3) or by the Government. The Contractor shall ensure that Ft. Campbell maintains compliance with 40 CFR 280 requirements for continuous monitoring of its EMC systems. Activities performed under this task shall be documented in the quarterly report as prescribed in Task 6 of this SOW.

3.5 (TASK 5) MEETINGS

The Contractor shall attend one coordination meeting with Corps and Ft. Campbell personnel at the Ft. Campbell Environmental Office after the submission of the draft Work Plan and HASP but before any field work begins. A quarterly meeting shall be required thereafter. The quarterly meetings may be telephonic.

3.6 (TASK 6) REPORTING

3.6.1 The Contractor shall provide a Quarterly Monitoring Report. The report shall include:

- the findings of the Quarterly Inspection;
- any alarms and Emergency Call-outs during the reporting period with a detailed description of any repairs with a listing of all parts replaced;
- and any maintenance activities performed on the RMS.

3.6.2 Repair Assessment Report. The RAR provides details on a fault or malfunction and its proposed fix. The report shall provide an estimated level of labor and any required parts to bring the system back into compliance.

4.0 PROPERTY DAMAGE. All government property adjacent to work sites shall be protected against traffic, heavy machinery, and spillage of materials. The Contractor is responsible for assuring that damage to tanks and tank monitoring systems does not occur as a result of the Contractor's activities. If at any time during the progress of this project any Government or private property is damaged or destroyed, the Contractor has the responsibility to promptly restore those items to their original condition at no cost to the Government.

5.0 SPILLS. The Contractor shall report all spills, regardless of quantity, to the COR and the Ft. Campbell PWBC Environmental Office. Reports shall be made by telephone immediately following the incident, and followed up with a written report to the COR and the Ft. Campbell PWBC Environmental Office no later than two days after the incident. The written report shall include the type of substance spilled, quantity spilled, location of the incident, cleanup procedures, disposal procedures, and any personnel injuries. The Contractor shall clean up any and all spills in a manner which satisfies Federal, State and local laws and regulations, and dispose of waste material at no cost to the Government. The Contractor is responsible for replacing Government petroleum products of the same type, quantity, and grade as that lost as a result of a spill caused by the Contractor's work.

6.0 DELIVERABLES. The Contractor shall be required to supply the following deliverables as a part of this contract:

6.1 QUARTERLY REPORTS. Two copies to the Ft. Campbell POC (one bound, one unbound) and one copy to the Nashville District Technical POC. All copies will be three hole punched.

6.2 WORK PLANS AND SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP). The Work Plans and HASP shall be submitted as a draft and final document. The final document shall incorporate any comments generated from a review by Nashville District and Ft. Campbell personnel. Draft versions shall be sent in two copies to the Ft. Campbell POC and two copies to the Nashville District Technical POC. The draft work plans shall be submitted for review and comment. The Contractor shall incorporate or address all comments in the final product. The final copy shall be delivered in one copy to Ft. Campbell and the Government.

6.3 THE NASHVILLE DISTRICT TECHNICAL POINT OF CONTACT IS:

Mr. Clement Greek, III (CELRN-EC-A)
Nashville District Corps of Engineers
PO Box 1070
Nashville, TN 37201

The Ft. Campbell POC is:

Mr. Scott Slade (PWBC-E-C)
Building 2182, 131/2 Street
Ft. Campbell, KY 42223

6.4 CORRESPONDENCE. The Contractor shall make a record of significant phone conversations and written correspondence regarding information related to the performance of this task order. Copies of the substantive phone conversation records and written correspondence shall be submitted to the Contracting Officer's Representative (COR) within 30 days of the conversation/correspondence.

6.5 REPORTS. Final Reports and Work Plans shall be submitted to the Corps in data disk format. The word processing data disk shall be in 3.5 inch high density format or on a CD. The word processing system shall be MS Word 7.0 or higher or convertible to that system. CADD data shall be in Auto CADD design file format and comply with EM 1110-1-1807, Standards Manual for U.S. Army Corps of Engineers Computer Aided Design and Drafting Systems.

7.0 PROJECT SCHEDULE. This project shall be completed in accordance with the milestones below:

	Days after award
Notice of Award	NOA
Submit Draft Work Plans	21 days
Submit Final Work Plans	42 days
1 st Quarterly Report	21 Oct 03
2 nd Quarterly Report	21 Jan 04
3 rd Quarterly Report	21 Apr 04
4th Quarterly Report	21 Jul 04

Task order completion shall be no later than 15 August 2004.

8.0 PUBLIC AFFAIRS. The Contractor shall not make available to the news media or publicly disclose any data generated or reviewed under this contract. When approached by the news media, the Contractor shall refer them to the COR for response. Reports and data generated under this contract shall become the property of the Government and distribution to any other source by the Contractor unless authorized by the COR is prohibited.

9.0 METHOD OF PREPARING PROPOSAL FOR REQUIRED MAINTENANCE AND REPAIR.

This shall be a firm fixed priced contract. The agreed price shall constitute full compensation by the Government to the A-E for work performed under this contract. The contractor shall prepare the cost estimate for required maintenance and repair and submit it to the COR based on work tasks as presented in Paragraph 3.0 "DETAILED DESCRIPTION OF SERVICES" only. No estimate shall be prepared for paragraphs not identified by specific Task numbers. Estimate for work to be performed must be approved by the COR. If there is a disagreement, the final approval will be determined by the Contracting Officer.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-16 Responsibility For Supplies

APR 1984

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.242-7000	Postaward Conference	DEC 1991

CONTRACT ADMINISTRATION DATA:

Work performed on this contract is conducted during normal work hours unless there is an emergency situation.

Work Hours: Military Units 9:00 AM – 3:30 PM during the week Monday through Friday
All other facilities – 7:30 AM – 4:00 PM during the week Monday through Friday

Emergency Work: Contact 270-798-9599 to make arrangements for someone to meet you at the gate.

Entry to Fort Campbell will require getting a visitor pass with proof of driver's license, insurance, and vehicle registration.

Invoices are to be mailed to the Contracting Officer's Representative (COR) at Nashville District Corps of Engineers, P. O. Box 1070, CELRN-EC-A, Nashville, TN 37202

Use of utilities is considered minor and available upon request if they are available in the area.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-14	Limitations On Subcontracting	DEC 1996
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.242-13	Bankruptcy	JUL 1995
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__X_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__X_ (12) 52.222-26, Equal Opportunity (E.O. 11246).

__X_ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

__X_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

__X_ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

___ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

____(iii) Alternate II of 52.225-3.

____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

____(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

__X__ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

__X__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of expiration of the current year of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of expiration of the current year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed a base and four years plus extension of no more than 6 months following the expiration of option year four.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>
<http://www.arnet.gov/far>
<http://www.dtic.mil/dfars>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

☐ 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).

- ___ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
- ___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
- ___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
- ___ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
- ___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
- ___ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
- ___ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (___ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ___ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- ___ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- __X__ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ___ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).
- ___ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

WAGE DETERMINATION NO: 94-2187 REV (19) AREA: IN, EVANSVILLE

WAGE DETERMINATION NO: **94-2187** REV (19) AREA: IN, EVANSVILLE

REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross	Wage Determination No.: 1994-2187	Revision No.: 19
Director	Division of Wage Determinations	Date Of Last Revision: 09/05/2002

States: Indiana, Kentucky, Tennessee

Area: Indiana Counties of Perry, Posey, Spencer, Vanderburgh, Warrick

Kentucky Counties of Butler, Caldwell, Christian, Crittenden, Daviess, Hancock, Henderson, Hopkins, Livingston, Logan, Lyon, McLean, Muhlenberg, Ohio, Todd, Trigg, Union, Warren, Webster

Tennessee Counties of Montgomery, Stewart

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.19
Accounting Clerk II	9.20
Accounting Clerk III	10.83
Accounting Clerk IV	13.08
Court Reporter	11.22
Dispatcher, Motor Vehicle	12.53
Document Preparation Clerk	10.27
Duplicating Machine Operator	10.27
Film/Tape Librarian	9.79
General Clerk I	8.41
General Clerk II	9.26
General Clerk III	11.41
General Clerk IV	11.60
Housing Referral Assistant	11.83
Key Entry Operator I	8.93
Key Entry Operator II	11.60
Messenger (Courier)	7.98
Order Clerk I	8.40
Order Clerk II	10.97
Personnel Assistant (Employment) I	9.43
Personnel Assistant (Employment) II	10.40
Personnel Assistant (Employment) III	12.79
Personnel Assistant (Employment) IV	12.99
Production Control Clerk	15.54
Rental Clerk	9.37
Scheduler, Maintenance	9.81

Secretary I	9.81
Secretary II	10.69
Secretary III	11.83
Secretary IV	12.64
Secretary V	13.86
Service Order Dispatcher	11.50
Stenographer I	10.12
Stenographer II	10.77
Supply Technician	12.64
Survey Worker (Interviewer)	9.76
Switchboard Operator-Receptionist	8.89
Test Examiner	10.69
Test Proctor	10.69
Travel Clerk I	9.05
Travel Clerk II	9.61
Travel Clerk III	10.13
Word Processor I	9.31
Word Processor II	10.43
Word Processor III	11.69
Automatic Data Processing Occupations	
Computer Data Librarian	9.74
Computer Operator I	9.87
Computer Operator II	11.56
Computer Operator III	14.12
Computer Operator IV	15.66
Computer Operator V	17.39
Computer Programmer I (1)	13.49
Computer Programmer II (1)	16.75
Computer Programmer III (1)	20.77
Computer Programmer IV (1)	23.96
Computer Systems Analyst I (1)	21.47
Computer Systems Analyst II (1)	24.24
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.26
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.34
Automotive Glass Installer	14.85
Automotive Worker	14.85
Electrician, Automotive	15.61
Mobile Equipment Servicer	13.31
Motor Equipment Metal Mechanic	16.34
Motor Equipment Metal Worker	14.85
Motor Vehicle Mechanic	16.34
Motor Vehicle Mechanic Helper	12.53
Motor Vehicle Upholstery Worker	14.09
Motor Vehicle Wrecker	14.85
Painter, Automotive	15.61
Radiator Repair Specialist	14.85
Tire Repairer	12.86
Transmission Repair Specialist	16.34
Food Preparation and Service Occupations	
Baker	12.15
Cook I	10.90
Cook II	12.15

Dishwasher	8.49	
Food Service Worker	8.12	
Meat Cutter	12.15	
Waiter/Waitress	8.97	
Furniture Maintenance and Repair Occupations		
Electrostatic Spray Painter	15.61	
Furniture Handler	11.12	
Furniture Refinisher	15.61	
Furniture Refinisher Helper	12.56	
Furniture Repairer, Minor	14.09	
Upholsterer	15.61	
General Services and Support Occupations		
Cleaner, Vehicles	8.12	
Elevator Operator	8.12	
Gardener	10.92	
House Keeping Aid I	7.27	
House Keeping Aid II	8.12	
Janitor	8.12	
Laborer, Grounds Maintenance	8.99	
Maid or Houseman	7.27	
Pest Controller	13.06	
Refuse Collector	10.49	
Tractor Operator	10.27	
Window Cleaner	8.97	
Health Occupations		
Dental Assistant	11.04	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93	
Licensed Practical Nurse I	10.21	
Licensed Practical Nurse II	11.45	
Licensed Practical Nurse III	12.81	
Medical Assistant	9.77	
Medical Laboratory Technician	12.36	
Medical Record Clerk	9.77	
Medical Record Technician	13.54	
Nursing Assistant I	8.23	
Nursing Assistant II	9.25	
Nursing Assistant III	10.09	
Nursing Assistant IV	11.33	
Pharmacy Technician	12.19	
Phlebotomist	11.91	
Registered Nurse I	14.84	
Registered Nurse II	18.17	
Registered Nurse II, Specialist	18.17	
Registered Nurse III	21.99	
Registered Nurse III, Anesthetist	21.99	
Registered Nurse IV	26.34	
Information and Arts Occupations		
Audiovisual Librarian	17.49	
Exhibits Specialist I	13.75	
Exhibits Specialist II	17.02	
Exhibits Specialist III	19.16	
Illustrator I	13.75	
Illustrator II	17.02	
Illustrator III	19.16	

Librarian	18.40
Library Technician	10.68
Photographer I	12.29
Photographer II	13.75
Photographer III	17.02
Photographer IV	19.16
Photographer V	20.79
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.20
Counter Attendant	7.20
Dry Cleaner	8.00
Finisher, Flatwork, Machine	7.20
Presser, Hand	7.20
Presser, Machine, Drycleaning	7.82
Presser, Machine, Shirts	7.20
Presser, Machine, Wearing Apparel, Laundry	7.20
Sewing Machine Operator	8.56
Tailor	9.07
Washer, Machine	7.85
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.61
Tool and Die Maker	18.63
Material Handling and Packing Occupations	
Forklift Operator	12.20
Fuel Distribution System Operator	16.85
Material Coordinator	18.55
Material Expediter	18.55
Material Handling Laborer	12.75
Order Filler	9.83
Production Line Worker (Food Processing)	12.52
Shipping Packer	11.47
Shipping/Receiving Clerk	11.01
Stock Clerk (Shelf Stocker; Store Worker II)	12.88
Store Worker I	9.79
Tools and Parts Attendant	13.46
Warehouse Specialist	13.31
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.90
Aircraft Mechanic Helper	12.56
Aircraft Quality Control Inspector	17.67
Aircraft Servicer	14.23
Aircraft Worker	15.15
Appliance Mechanic	15.61
Bicycle Repairer	12.87
Cable Splicer	16.90
Carpenter, Maintenance	15.61
Carpet Layer	15.15
Electrician, Maintenance	18.77
Electronics Technician, Maintenance I	16.41
Electronics Technician, Maintenance II	19.57
Electronics Technician, Maintenance III	25.43
Fabric Worker	14.09
Fire Alarm System Mechanic	16.34
Fire Extinguisher Repairer	13.32

Fuel Distribution System Mechanic	17.59
General Maintenance Worker	14.85
Heating, Refrigeration and Air Conditioning Mechanic	16.34
Heavy Equipment Mechanic	16.34
Heavy Equipment Operator	16.34
Instrument Mechanic	18.80
Laborer	9.20
Locksmith	16.03
Machinery Maintenance Mechanic	17.74
Machinist, Maintenance	16.18
Maintenance Trades Helper	12.56
Millwright	20.89
Office Appliance Repairer	16.03
Painter, Aircraft	15.61
Painter, Maintenance	15.61
Pipefitter, Maintenance	17.71
Plumber, Maintenance	16.92
Pneudraulic Systems Mechanic	16.90
Rigger	16.90
Scale Mechanic	15.15
Sheet-Metal Worker, Maintenance	17.22
Small Engine Mechanic	14.85
Telecommunication Mechanic I	17.40
Telecommunication Mechanic II	20.95
Telephone Lineman	16.90
Welder, Combination, Maintenance	16.34
Well Driller	16.34
Woodcraft Worker	16.90
Woodworker	13.32
Miscellaneous Occupations	
Animal Caretaker	9.65
Carnival Equipment Operator	10.97
Carnival Equipment Repairer	11.66
Carnival Worker	8.12
Cashier	6.88
Desk Clerk	8.22
Embalmer	17.93
Lifeguard	9.42
Mortician	16.57
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.57
Recreation Specialist	11.40
Recycling Worker	13.25
Sales Clerk	9.69
School Crossing Guard (Crosswalk Attendant)	8.93
Sport Official	9.25
Survey Party Chief (Chief of Party)	14.26
Surveying Aide	8.47
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.97
Swimming Pool Operator	12.77
Vending Machine Attendant	10.77
Vending Machine Repairer	12.77
Vending Machine Repairer Helper	10.77
Personal Needs Occupations	

Child Care Attendant	8.22
Child Care Center Clerk	11.30
Chore Aid	8.04
Homemaker	11.92
Plant and System Operation Occupations	
Boiler Tender	17.97
Sewage Plant Operator	17.17
Stationary Engineer	18.79
Ventilation Equipment Tender	12.80
Water Treatment Plant Operator	15.86
Protective Service Occupations	
Alarm Monitor	11.35
Corrections Officer	12.67
Court Security Officer	13.52
Detention Officer	12.93
Firefighter	14.33
Guard I	8.04
Guard II	11.97
Police Officer	15.25
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.15
Hatch Tender	15.20
Line Handler	15.20
Stevedore I	13.97
Stevedore II	15.20
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	11.93
Archeological Technician II	13.33
Archeological Technician III	16.52
Cartographic Technician	17.93
Civil Engineering Technician	16.96
Computer Based Training (CBT) Specialist/ Instructor	21.47
Drafter I	11.56
Drafter II	12.97
Drafter III	14.52
Drafter IV	17.98
Engineering Technician I	12.40
Engineering Technician II	13.89
Engineering Technician III	15.54
Engineering Technician IV	19.26
Engineering Technician V	23.55
Engineering Technician VI	25.40
Environmental Technician	18.64
Flight Simulator/Instructor (Pilot)	24.24
Graphic Artist	17.63
Instructor	19.53
Laboratory Technician	16.13
Mathematical Technician	16.20
Paralegal/Legal Assistant I	11.26
Paralegal/Legal Assistant II	13.32
Paralegal/Legal Assistant III	16.29

Paralegal/Legal Assistant IV	19.70
Photooptics Technician	19.20
Technical Writer	20.36
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	13.60
Weather Observer, Senior (3)	15.12
Weather Observer, Upper Air (3)	13.60
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.50
Parking and Lot Attendant	8.98
Shuttle Bus Driver	12.02
Taxi Driver	10.28
Truckdriver, Heavy Truck	14.05
Truckdriver, Light Truck	10.93
Truckdriver, Medium Truck	11.50
Truckdriver, Tractor-Trailer	14.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to

immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be

conformed. The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**TABLE 1 – FORT CAMPBELL UST MONITORING SYSTEMS
DESCRIPTION OF EQUIPMENT**

TABLE 1

Ft. Campbell UST Monitoring Systems - Description of Equipment				
System	Building Designation	Description of Tank Monitoring System	Description of Tanks	Location
1	92	Gilbarco EMC	Two 20K gal. Gas, one 8K gal. Diesel, one 1K gal. waste oil	Michigan St.
2				
3	650	Veeder Root TLS-350	20K gal diesel	18th St (hospital)
***4	750	Gilbarco EMC	1,000 gal. Gasoline	16th Ave.
***5	754	Gilbarco EMC	2,000 gal. waste oil	16th & Ohio
6	1746	Gilbarco EMC	15,000 gal. Diesel	Kentucky & 1st
7	2129	Veeder Root TLS - 350	Three 12,000 gal gasoline	11th Street
8	3000	Veeder Root TLS-350	Three 10,000 gal. Gasoline	Ohio & Reed
9	4190	Veeder Root TLS-350	Three 12K gasoline	Morgan Rd (AAFES)
10	5115	Gilbarco EMC	10,000 gal. Gas., 10,000 gal. Diesel	Tennessee & 1st
11	5201	Veeder Root TLS-300	4,000 gal. Diesel	Oregon Ave.
12	5660	Gilbarco EMC	Two 12,000 and one 20,000 gal. Gas.	Tennessee & 25th
13	6225	Veeder Root 300	800 gal. Diesel	Tennessee & 46th
14				
15	6327	Gilbarco EMC	Two 12,000 gal. Diesel	Tennessee & 51st
16	6548	Veeder Root TLS-300	2,000 gal. waste oil	Tennessee & 58th
17	6612	Gilbarco EMC	15,000 gal. diesel	Mabry Road
***18	6627	Gilbarco EMC	1,000 gal. Waste oil	Sabre Field
19				
20				
21	6891	Veeder Root TLS-350	Two 20K gal. Diesel, one 1K gal. Gas	18th & Colorado
22				
23	7051	Gilbarco EMC	Two 8,000 gal., one 4,000 gal. gasoline	Colorado & 42nd
24	7141	Gilbarco EMC	5,000 gal. Diesel	3rd Street & B Avenue
25	7176	Veeder Root TLS-300	2,000 gal. JP-8	Campbell Army Air Field
26				
27				

***28	7264	Gilbarco EMC	1,000 gal. Waste oil	Campbell Army Air Field
29				
30				
31	7277	Veeder Root TLS-350	8,000 gal. Diesel	Campbell Army Air Field
32	7820	Gilbarco EMC	10,000 gal & 5,000 gal. used fuel	Louisiana Rd. (Clarksville Base)
***33	5505-1	VR TLS 250i interstitial, Horner Equip Mod HLTA-3 tank monitor & level alarm	2,000 gal. Used oil	15th Street & Tennessee Ave.
***34	5505-2	VR TLS 250i interstitial, Horner Equip Mod HLTA-3 tank monitor & level alarm	2,000 gal. Used oil	15th Street & Tennessee Ave.
***35	5505-3	VR TLS 250i interstitial, Horner Equip Mod HLTA-3 tank monitor & level alarm	2,000 gal. Used oil	15th Street & Tennessee Ave.
***36	5505-4	VR TLS 250i interstitial, Horner Equip Mod HLTA-3 tank monitor & level alarm	2,000 gal. Used oil	15th Street & Tennessee Ave.
***37	5508-5	VR TLS 250i interstitial, Horner Equip Mod HLTA-3 tank monitor & level alarm	2,000 gal. Used oil	15th Street & Tennessee Ave.
***38	5508-6	VR TLS 250i interstitial, Horner Equip Mod HLTA-3 tank monitor & level alarm	2,000 gal. Used oil	15th Street & Tennessee Ave.
39				
40				
***41	6890-1	Veeder Root TLS-300	2,000 gal. Used oil	18th & Colorado
42	6890-2	Veeder Root TLS-300	2,000 gal. Used oil	18th & Colorado
***43	6892-1	Veeder Root TLS-300	2,000 gal. Used oil	18th & Colorado
44	6892-2	Veeder Root TLS-300	2,000 gal. Used oil	18th & Colorado
45	7262-1	Gilbarco EMC	500 gal. Used oil	Campbell Army Air Field
46	Bus Garage	Veeder Root TLS-350	Two 10,000 gal. diesel	Wickham (Missouri) & 11th
47	Marshall School	Gilbarco EMC	1,000 gal diesel & 1,000 gal gasoline	Texas & 29th
48	Troop Mall	Veeder Root TLS-350	Three 10,000 gal. Gasoline	Kansas & 25th

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less
☐ 51 - 100 ☐ \$1,000,001 - \$2 million
☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million
☐ 251 - 500 ☐ \$3,500,001 - \$5 million
☐ 501 - 750 ☐ \$5,000,001 - \$10 million
☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million
☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It (☐) is, (☐) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It (☐) is, (☐) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION LINSTRUCTIONS TO BIDDERS

INSTRUCTION TO BIDDERS

a. **CONDITIONS AFFECTING THE WORK** - Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work and the general and local conditions that can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Request for Proposal, the specifications or related documents.

b. **SITE VISITS** - Site Visits may be coordinated by telephone (COLLECT CALLS NOT ACCEPTED) between the hours of 7:30 AM and 3:00 PM for Monday, Tuesday and Wednesday (16-18 Jun 2003) exclusive of Federal holidays. The point of contact to schedule a site visit for this Invitation for Bids is: Teresa Overby or Matt Smelser at 270-798-9599, Building 2182 on 13 ½ Street at Fort Campbell.

c. **BIDDER'S QUALIFICATIONS** - To establish its responsibility, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

d. **BIDDER'S ADDRESS** - Prospective bidders should indicate in the offer, the address to which payment and/or correspondence should be mailed, if such address is different from that shown for the bidder.

e. **MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS** - The right is reserved as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids at the following website: <http://www.orn.usace.army.mil/contracting>. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

f. **BIDDING MATERIAL** - Specifications and proposal forms can be obtained at no cost from Nashville District Corps of Engineers Contracting Home Page <http://www.orn.usace.army.mil/contracting/> or from Nashville District Corps of Engineers, Contracting, PO Box 1070, Nashville, TN 37202-1070. Contractors are encouraged to use the Home Page to obtain solicitations.

g. **NOTICE TO BIDDERS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES**

(1) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 767a(a)), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(2) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified below with the disposition determined in each case.

(3) If bidders possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, bidders should provide any information as soon as

possible after release of this solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on bidders to comply with this request and that no compensation can be provided for doing so.

ODS Identified	Specification/Standard	Disposition
	None	

h. EXPLANATION OF PROVISION/CLAUSE NUMBERS UTILIZED IN THIS SOLICITATION:

- (1) Federal Acquisition Regulation (FAR) provisions/clauses are numbered as follows: 52.252-7.
- (2) Defense Acquisition Regulation Supplement (DFARS) provisions/clauses are numbered as follows: 52.252-7000.
- (3) Army Federal Acquisition Regulation Supplement (AFARS), provisions/clauses are numbered as follows: 52.252-9000.
- (4) Where the seventh digit of a provision/closure number is a "9", this indicates a provision/closure from the Engineer Federal Acquisition Regulation Supplement (EFARS), provisions/clauses are numbered as follows: 52.252-5000.

i. Work performed under this contract is under NIACS code 811219, OTHER ELECTRONICE AND PRECISION EQUIPMENT REPAIR AND MAINTENANCE with a small business size standard of \$6,000,000.

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the

information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be

withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at

the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.212-1 Instructions to Offerors--Commercial Items

OCT 2000

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>
<http://www.arnet.gov/far>

<http://www.dtic.mil/dfars>

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

METHOD OF PROCUREMENT. The Nashville District, US Army Corps of Engineers, intends to procure this service maintenance contract on a competitive basis in accordance with the provisions set forth in this RFP. A Firm Fixed Price contract will be awarded to the one offeror selected under the provisions of this RFP. Offerors are cautioned to read all sections of the RFP prior to assembling their proposal.

- (v) Prices must be firm. While pricing will be evaluated in whole, the line items will require consideration of pricing in separate formats. There is no way to put these items together as a total price, so Government will consider each of the pricing formats for overall best value to the government.
 - (5) The first three line items will be combined to give the yearly total. The total for each year will be the combined pricing for the first three line items of each year. The five year total will be the combined yearly prices.
 - (6) Pricing on line items 0004, 1004, 2004, 3004 and 4004 will be evaluated separately from the previous line items. These line items should be priced by rate of labor per hour.
 - (7) Prices for the items on the supply list should be provided on the supply list provided in Section B. Evaluation of these items will be for price reasonableness.
2. Technical Proposal is more important than the Price Proposal. Proposal shall be specific and complete in every detail and shall contain the information necessary to properly evaluate the contractor's capability to supply the required service. The contractor shall submit descriptive literature for the included Technical Criteria.
 3. Past Performance Evaluation. Each offerer shall submit three, and only three, verifiable references from jobs of similar size and complexity that have been performed in the last four years. Offeror shall provide the company name, contact person name and telephone number for jobs performed by the contractor.

EVALUATION SUMMARY FOR AWARD

1. General. All proposals will be evaluated giving weight to technical, past performance, and economic evaluation. The proposal providing the best value to the government will be recommended for award. The technical evaluation shall be given the most weight and the economic evaluation the least.
2. Economic Evaluation. The economic evaluation will be based on price alone as set forth in item 1., METHOD OF PROCUREMENT, above.
3. Technical Evaluation. Is more important than Past Performance.

TECHNICAL CRITERIA

- (1) Quality of Proposed Program - specific merits and potential of the proposed program to meet Ft. Campbell's institutional and regulatory requirements
 - a. ability to satisfy the technical requirement as presented in Section C.

- b. integration of Government Owned Equipment into the proposed program.
- c. knowledge and expertise with the type of equipment existing at Ft. Campbell
- d. innovative approaches to accomplishing the work
- e. capacity (facilities, personnel, capital, competing work load) to manage a program the size of the one at Ft. Campbell
- a. Organization Experience/Capability with similar programs - Bidders should focus on experience with Tennessee and Kentucky sites as well as experience on Army or other military installations.
 - a. Corporate Experience
 - work experiences
 - management experiences
 - specific project data
 - b. Personnel
 - key administrative, management and field personnel
 - organization chart(s)
 - availability (competing work load)
 - training
- (3) Program Management - A single point of contact for all actions under this contract is deemed critical for the effective operation of this contract.
 - a. experience and training of Program Manager
 - b. evidence of internal quality control system and cost control systems

Technical and past performance, when combined, are more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)